

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

CORE SCIENTIFIC, INC.*et.al.*,

Debtors.

Chapter 11

Case No. 22-90341 (CML)

(Jointly Administered)

**OBJECTIONS OF VFS LLC TO NOTICE OF CURE AMOUNTS
RELATED TO THE ASSUMPTION OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION
WITH CONFIRMATION OF PLAN**

Lessor VFS LLC makes the following objections to the above-mentioned Notice [Docket No. 1511]:

1. The Schedule I attached to Debtors' Notice indicates a cure amount of \$105,373 as to the VFS master lease and schedules to be assumed. Per the attached Exhibit A to these objections, VFS lists the attached missed payments and total amount need to cure, which is \$210,745. The obvious difference is an additional month of lease payments not accounted for in the Debtors' proposed cure amount. VFS therefore objects that the proposed cure amount listed in the Notice is incorrect, and the correct cure amount is \$210,745.

2. In addition, page two of Debtors' Notice states:

The Cure Amounts listed on Schedule 1 are the only amounts proposed to be paid upon the assumption of the Executory Contracts and unexpired leases.

VFS believes that what Debtors intend by this sentence is that any amount to cure that is finalized will be the only amount proposed to be paid as *a cure amount*, it being VFS' understanding that additionally Debtor Core Scientific, Inc. will thereafter continue paying the

lease obligations as required under the bankruptcy code and applicable law. In an abundance of caution, VFS thus objects in case its understanding is not what Debtors meant by the sentence above, because VFS is expecting Debtor Core Scientific, Inc. to assume and perform its obligations under the master lease and schedules as required by law.

Finally, VFS fully reserves its rights with respect to any revised cure notices or plan supplements and the timeliness of cure payments by the Debtors. Nothing herein is intended to be a waiver by VFS of any right, objection, argument, claim or defense with respect to any matter, including matters involving the plan and proposed assumption of VFS's leases, all of which are hereby expressly reserved.

Dated: December 19, 2023

Respectfully submitted,

By: /s/ Ted C. Farmer
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COUNSEL FOR VFS LLC

Certificate of Service

I hereby certify that on December 19, 2023, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Patrick J. Neligan, Jr.

EXHIBIT A

